

1 Laura K. Granier, NBN 7357
2 *lgranier@lionelsawyer.com*
3 Ryan A. Andersen, NBN 12321
4 *randersen@lionelsawyer.com*
5 **LIONEL SAWYER & COLLINS**
6 1100 Bank of America Plaza
7 50 West Liberty Street
Reno, Nevada 89501
Telephone: 702-788-8666
Facsimile: 702-788-8682

Electronically Filed: August 6, 2013

7 *Attorneys for Utilities, Inc. of Central Nevada*

8 **UNITED STATES BANKRUPTCY COURT**

9 **DISTRICT OF NEVADA**

10 In re:

11 CALDERA P&G,

12 Debtor.

13 Case No.: 12-22484-LBR
14 Chapter 11

15 **DECLARATION OF WENDOLYN S.W.
BARNETT IN SUPPORT OF
UTILITIES, INC. OF CENTRAL
NEVADA'S RESPONSE TO NYE
COUNTY'S OPPOSITION TO
MOTION TO MODIFY PLAN**

16 Hearing Date: August 7, 2013

17 Hearing Time: 2:30 PM

Courtroom: 1

18
19 WENDOLYN S.W. BARNETT, being first duly sworn under oath, deposes and says:

20 1. I make this declaration in support of Utilities, Inc. of Central Nevada's ("UICN")
21 Response to Nye County's Opposition to Motion to Modify Plan. The matters set forth in this
22 declaration are based on my own personal knowledge. If called upon to testify, I am competent
23 to testify as to the matters set forth herein.

24 2. I am a Regional Director of Utilities, Inc., the parent company of UICN.

25 3. UICN's primary concern in this proceeding is the continued reliable sanitary
26 sewer service provided by Wastewater Treatment Plant 3 ("WWTP 3") to more than 2,700

1 customers including the local hospital and the downtown area including restaurants, dialysis
 2 facilities and other medical facilities. This service requires immediate resolution of the badly
 3 needed remediation of the Willow Creek ponds and UICN's continued use of the entire Willow
 4 Creek property for management of treated effluent discharged from WWTP 3. We seek to do
 5 this at the lowest financial impact to our customers. We have worked in good faith with the
 6 trustee and, we believed, Nye County since March 1, 2013 to bring this resolution to fruition.
 7 We have been met with silence and inaction from Nye County and just yesterday the unfounded
 8 allegation by Nye County that UICN has acted in bad faith which is false. Neither UICN, the
 9 trustee, Lakeview Golf Course, nor the Pahrump community can withstand any further delay of
 10 this proceeding or resolution of these critical public health and safety issues.

12 4. The following is my recollection of the chronology of events related to this
 13 matter.

14 5. On March 1, 2013, UICN, the Trustee and Nye County met to discuss how we
 15 could cooperatively find a solution to the bankrupt Willow Creek property which the owner left
 16 as a clear and present danger to the community of Pahrump subject to the necessary approvals of
 17 the bankruptcy court and the governing bodies which regulate counties and private utilities.
 18 Present for Nye County were Pamela Webster, County Manager, Daryl Lacy, Director of
 19 Community Development, and Brian Kunzi, District Attorney. Present for UICN were Wendy
 20 Barnett, Regional Director and Laura Granier of Lionel, Sawyer and Collins, counsel for UICN.
 21 Present for the trustee were the trustee, Joe Atkins (who appeared telephonically and was not
 22 present the entire time) and Robert Atkinson, counsel for the trustee.

25 6. The County first wanted clear title to the north portion of the former golf course
 26 property for flood control. (Lots designated as 1, 2, 3 and 4) UICN was not willing to provide

1 ownership of the land for multiple reasons and discussions turned to a permanent easement.
 2 UICN suggested that in addition to the north parcels, Nye County may also want an easement
 3 over the southwest corner parcels which are across the street from the High School. (Lots
 4 designated as 11 and 12) The school district in Nye County has had budget struggles, and UICN
 5 has had discussions with the School District about how to mitigate the cost of water to the
 6 schools. This corner of the property could be, at a later time, perhaps be converted to ball fields
 7 and receive the benefit of the irrigation water (treated effluent) obligated to the land through the
 8 Tripartite Agreement.

9
 10 7. With this premise the discussion then centered on the lien holder, Mr. Zucaro and
 11 how his debt could be reasonably addressed. The former golf course property has a club house
 12 located on a 9 acre parcel. In February 2008, Nye County approved it to be zoned for a
 13 casino/hotel/resort. UICN offered to let the pro rata share of water rights appurtenant to the golf
 14 course remain with the nine acres and support future service from UICN based on acreage and
 15 the County offered to support the zoning to return to commercial. These submissions by the
 16 parties would provide a much greater value to the property.
 17

18 8. Maintenance of the Willow Creek Property was (and is) a big concern for all
 19 parties. The property was not only left in a state of horrid disrepair, there are potential health
 20 hazards to the community. Necessary repairs to the irrigation system have not yet been
 21 quantified. Indeed, the parties didn't even understand how the irrigation system worked and did
 22 not even have maps of the onsite infrastructure. Daryl Lacy said that he would arrange a site
 23 tour with the person currently operating the irrigation and pond systems. UICN understood and
 24 agreed that the remediation of the receiving pond and two over flow ponds would be the
 25 responsibility of the utility if the plan received all necessary approvals. It is believed that once
 26
 27

1 those three ponds are remediated that the other ponds will need little if any work. (In addition,
 2 there is clean up of the land - not landscaping - which needs to be done for safety reasons; and,
 3 the pump houses and pumps need improvements to ensure operation and safety.) I understand
 4 from Fire Chief Lewis many fires have been started on the property.

5 9. I believe an honest effort was made by the parties to address the maintenance
 6 issues in a cooperative spirit. There are seven ponds which are actively storing water (and
 7 several dry ponds). Two the ponds reside on the proposed Nye County easement. Four ponds
 8 reside on the remainder of the property which I understood would be under UICN's province,
 9 including the three ponds which need remediation. Each party further agreed that ongoing
 10 maintenance of the land and irrigation system would be shared between the County and UICN.
 11 It was further agreed, at my suggestion, that UICN would pay the electrical costs to move the
 12 water and irrigate the 160 acres, and the County would pay the labor to make that happen.
 13

14 10. All parties were in agreement that contractual obligation between Lakeview
 15 Executive Golf Course (Lakeview) and the Willow Creek Golf Course (WCGC) to provide
 16 Lakeview with up to 425,000 gallons per day should remain intact to protect Lakeview. It was
 17 further agreed that the Tripartite Agreement should remain in place, which among other things,
 18 requires the treated effluent from UICN's Wastewater Treatment Plant 3 (WWTP 3) to be for the
 19 benefit of the 160 acres. (Mr. Zucarro's proposed 9 acres would no longer be a part of the
 20 Tripartite property.)
 21

22 11. The Tripartite Agreement and providing Mr. Zucaro with a pro rata share of water
 23 rights appurtenant to the land were the only discussions regarding water rights which occurred on
 24 March 1, 2013 as the County, trustee and UICN worked through how to resolve an issue created
 25 by the owner of the property to the detriment of all of us and the community of Pahrump. All
 26

1 parties were in agreement, in order to expedite the immediate needs of the parties (including the
 2 community), the first step was to get control of the property through an approved plan in
 3 bankruptcy, remediate the health and safety hazards, protect WWTP 3, and protect Lakeview's
 4 interests. We would then, as part of "Phase II" need to work together to make plans for the
 5 property for the future. County access to grants for parkland development were discussed.
 6 UICN's desire to create water conservation demonstration gardens were discussed. Ball fields
 7 were discussed. The schools needs were discussed. But, all of those discussions and ideas were
 8 recognized as being potential future plans worked out cooperatively together once Nye County
 9 and UICN had control of the property and remediated the immediate and essential needs for the
 10 community.

12 12. The County was concerned that WWTP 3 does not produce enough effluent in the
 13 summer for all the acreage involved. This is true. If the County were to create parks and ball
 14 fields, what assurance could there be that the County could reasonably afford the rates. For a
 15 private utility such as UICN, rates are set by the Public Utilities Commission of Nevada
 16 (PUCN). I replied to the County's concerns that I believed that there was a reasonable and
 17 credible approach with the PUCN as supplemental water is needed for the effluent management
 18 plan and to assure that pond levels were such that the water would stay healthy and not become
 19 stagnant and a potential danger to this community ever again.

21 13. It appears the County is now seeking control of UICN's water rights and UICN's
 22 Well 10 to get free groundwater for the easement area. UICN's Well 10 is an irrigation well
 23 dedicated to UICN's service at the Willow Creek property. I believed then and still believe that
 24 it is an essential component of the effluent management plan for the continued operations of
 25 WWTP 3. This makes it reasonable that the irrigation water could be considered as a part of the
 26

1 effluent management plan and may be used as an asset to UICN's customers rather than as a
 2 commodity to have a rate assessed based on the cost of service. However, I cannot promise Nye
 3 County free groundwater; UICN is a regulated utility. The parties agreed that this was a bigger
 4 issue than could not be solved in the initial stage of getting the property out of bankruptcy. The
 5 immediate need is to remediate the three unhealthy ponds and to protect the operations of
 6 WWTP 3.

7 14. As a part of this dialogue, a historical discussion was raised. The County had
 8 previously requested that I petition the PUCN during a rate case to get a better rate for the
 9 County for a central piece of Nye County administration land for irrigation. I did so. The
 10 County neither intervened in the proceeding to make official statements on their desire for the
 11 rate nor filed comments. I was not successful without their support. Rates are set by Cost of
 12 Service Studies and providing rates lower than indicated by the Cost of Service Study at the
 13 expense of other rate payers is not sanctioned by the PUCN in my experience. (I have testified
 14 and been a party to over 15 dockets before the PUCN.) To get a rate outside of a Cost of Service
 15 Study would take support of the plan beyond the utility's efforts. District Attorney Kunzi said
 16 that he understood, and that he understands the PUCN process. With that the parties in the
 17 March 1, 2013 meeting agreed this was not an issue to be addressed at this time but something
 18 for future "Phase II" discussions.

19 15. UICN, its ratepayers and this community all have suffered great litigation and
 20 expense to address the baseless allegations and misconduct of the former golf course owner Jim
 21 Scott. UICN does not wish to keep litigating but instead has worked cooperatively to find a
 22 solution for its ratepayers and the community. The issue of the defunct Willow Creek Golf
 23 Course left unmaintained until it created a clear and present danger to our community was found
 24
 25
 26

1 to be fault of the golf course owner, Jim Scott.¹ The wrongdoing against UICN and the
 2 community of Pahrump were so grievous and UICN was awarded all damages for expenditures
 3 in defending themselves and Jim Scott was jailed for repeatedly violating a court order through
 4 his refusal to remediate the ponds. There is little chance of gleaning further payment of damages
 5 with all of the Jim Scott entities associated with WCGC and Jim Scott in bankruptcy. Therefore,
 6 UICN has sought to gain something useful to our ratepayers and the community through this
 7 bankruptcy proceeding. UICN's primary concern is the continued operations of WWTP 3 to the
 8 benefit of our ratepayers and the community.

10 16. I left that meeting with a spirit that UICN and Nye County were jointly and
 11 cooperatively going to work together to the benefit of the community: WWTP 3 operations,
 12 flood control, groundwater recharge, parks, help the school district, promote water conservation
 13 and protect our natural resources. I was also relieved that something positive was finally
 14 happening after all the years of litigation surrounding the property since the golf course closed its
 15 doors in October of 2008.

16 17. Since that time, I have worked with Valentine Engineering (engineers),
 17 Harrington Planning and Design (landscape architects), Terry Redmon (CPA), and Lionel
 18 Sawyer and Collins (attorneys) to put together the filing to seek regulatory approval of the plan
 19 from the PUCN. I have had conversations with Joe Maez and Cliff Lawson at the Nevada
 20 Division of Environmental Protection (NDEP). Valentine Engineering has also spoken with
 21 NDEP as UICN needs their approval of the plan for the remediation of the ponds and the change
 22 to UICN's Plant 3 Discharge Permit.

23
 24
 25 1 “(T)he undisputed facts establish that the public nuisance was created by Ashland.”
 26 Sept. 11, 2009 Preliminary Injunction (Jim Scott owned the property under different legal
 27 entities including Ashland and Caldera). See Ex. 3 to Granier Declaration (Dkt. 26).

1 18. The UICN staff has also had discussions with Lakeview Golf Course, the current
 2 operator of the properties irrigation system, and some of the residents surrounding the property
 3 who are naturally quite concerned. I have formed a group, whom I call Pahrump Stakeholders to
 4 provide input to the utility for longer range plans for the property which will be presented to the
 5 PUCN. These members include Pahrump Realtor/Developer Russ Meads, Assemblyman James
 6 Oscarson, County Commissioner Frank Carbone, Willow Creek residents Carol and Richard
 7 Cantino, Pahrump Town Board Member Tom Waters, Cameron McRae of the Nye County
 8 School District and Lakeview Association member, Town Manager Susan Holecheck, and Fire
 9 Chief Scott Lewis. Daryl Lacy of the County accepted the invitation to the Pahrump Stakeholders
 10 meeting and then declined. I spoke with County Manager Pam Webster and Assistant County
 11 Manager Joni Eastley about representation for County staff for the committee; but after several
 12 months of trying, I still do not have a County staff member. The first meeting was August 1st
 13 with the second meeting scheduled for August 15th.

15 19. On June 27, 2013, UICN along with representatives from Valentine Engineering,
 16 Lionel Sawyer and Collins and Terry Redmon had a required pre-filing meeting PUCN
 17 Regulatory Operations Staff and the Bureau of Consumer Protection. At this meeting, options
 18 for remediating the pond were discussed. (Attached as **Exhibit 1** are true and correct copies of
 19 documents from the meeting.) In addition to UICN's agenda for the meeting, UICN also
 20 discussed with the parties the bankruptcy proceeding and the need for transparency with the
 21 community for this project. UICN requested that this docket contain a formal Consumer
 22 Session. In fact, I personally spoke with Chairman Burtenshaw and Edmund Quaglieri, Water
 23 Engineer, at the PUCN asking for their support of my request for a Consumer Session.

26 20. Many meetings and much work has been done before and since that time. There

1 was much to learn about the property's irrigation system for which we did not even have a map
 2 much less the knowledge of how it is operated and the condition it is in. Early in June, UICN
 3 discovered that there was a third pump station located on the proposed County Easement. I
 4 immediately notified Pam Webster, but the County has not provided opportunity to discuss how
 5 this should be handled. On June 4, UICN did their first site tour with Valentine Engineering
 6 with several following.

7 21. Although I had made several attempts to communicate with the County, calls
 8 were not returned the majority of the time and none of the offers to meet were accepted except
 9 one on April 5th. At the April 5th meeting, I had asked to meet with Pam Webster alone and
 10 informally. I had concerns that a month had gone by with no word from the County. She arrived
 11 with Daryl Lacy and the conversation was very informal and not about the Willow Creek
 12 property other than to say that if the Willow Creek property transferred happened that UICN
 13 should do "something big" to help with the PR. I inquired as to what she meant and she did not
 14 elaborate. I continued working on the plan and assumed that County was as well.

15 22. On June 11, I learned from UICN's legal counsel that the County had issues with
 16 the draft agreement presented to them on April 11 and then again in May. I heard that their
 17 primary concern was regarding water rights which didn't make sense to me. The water rights
 18 which belong to UICN are appurtenant to the land to support service provided by UICN
 19 regardless of land ownership or easements. This was not brought up as an issue during our
 20 March 1st meeting. I reached out to Pam Webster, who told me that she was surprised there was
 21 an issue. The County's and UICN's counsels were able to come to a mutual understanding and I
 22 understood it to be settled through emails between Ms. Granier and Mr. Kunzi on June 13.

23. The most recent site visit was on July 18th. This was an extremely productive

1 meeting. Valentine Engineering, Harrington Planning and Design, the operator of the irrigation
 2 system for the golf course, Richard Cantino, Lakeview and UICN were present. The County was
 3 notified but was not present. Daryl Lacy did call me and say he could provide UICN with maps
 4 of the golf course which Richard Cantino had provided to the County. UICN picked up the maps
 5 of the irrigation system that day from the County. Discussions continued at the UICN office in
 6 the afternoon with Lakeview or Mr. Cantino. We learned a great deal about the irrigation
 7 system. It would appear that the irrigation in the best condition is on the initially proposed
 8 County Easement. Much of the irrigation system on the UICN province hasn't been used for
 9 years. We learned how the water moves through the property. We also received updates from
 10 the engineer and landscape expert, that the Phase I costs to remediate the ponds, fix the pump
 11 houses and cleanup the land is estimated to cost \$1,000,000 versus the half million dollars
 12 originally estimated. (The costs are dependent upon the pond remediation alternative approved
 13 by the PUCN and NDEP.) This is the least expensive alternative. Ongoing operations and
 14 maintenance costs for UICN with the bankruptcy plan in place is estimated \$95,799 annually.
 15 Without the County, the ongoing operations and maintenance costs are estimate at \$168,258.
 16 Notwithstanding that the costs to UICN of the proposed path forward are significantly more than
 17 originally anticipated, UICN is willing to go forward still but not with the material change in
 18 terms mandated recently by Nye County.

21 24. UICN's utmost concern is the continued operations of WWTP 3 to the benefit of
 22 the UICN ratepayers and the community – including the operation of the local hospital. UICN
 23 believes it is in everyone's best interest that the Court approve the trustee's proposed amended
 24 plan.

26 ///

1 25. **Exhibit 2** is a true and correct copy of email correspondence between myself and
2 Pam Webster.

3 I declare under penalty of perjury under the laws of the State of Nevada that the
4 foregoing is true and correct and was executed this 6th day of August, 2013.

5
6 Wendolyn S.W. Barnett
7 Wendolyn S.W. Barnett
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT 1

EXHIBIT 1

UTILITIES, INC. OF CENTRAL NEVADA -- INTEGRATED RESOURCE PLAN AMENDMENT
(JUNE 27, 2013)

- **Introductions**
- **Objectives for the proposed amendment to the UICN 2011 IRP**
 - ✓ Enable UICN to gain ownership of a permanent effluent disposal site
 - ✓ Address concerns regarding historical maintenance deficiencies at the site
 - ✓ Respond to interests of neighboring property owners and the general community
 - ✓ Opportunity to work cooperatively with County to address community concerns
- **Alternatives utilizing existing site**
 - ✓ Option #1: decommission the two existing overflow ponds, and remediate the existing receiving pond and create a second receiving pond
 - ✓ Option #2: construct an above-ground storage tank and decommission all three existing ponds
 - ✓ Option #3: remediate all three of the existing ponds (both the receiving pond as well as the two existing overflow ponds)
 - ✓ Permitting
- **Other possible effluent disposal alternatives**
 - ✓ UICN 2011 IRP
 - ✓ Community Perception
- **Major project components**
 - ✓ Ponds (rehabilitate)
 - ✓ Wells (existing irrigation)
 - ✓ Pump houses (remodel)
 - ✓ Land Cleanup
- **On-going costs**
 - ✓ Easement Agreement with County overview
 - ✓ O&M
- **Water Conservation Plan**

No impact to the current Water Conservation Plan
- **Funding Plan**

UTILITIES, INC. OF CENTRAL NEVADA -- INTEGRATED RESOURCE PLAN AMENDMENT
(JUNE 27, 2013)

- **Next full IRP due March 2014**
 - ✓ Revisit growth forecasts
 - ✓ Evaluate other possible sewer system enhancements

- **Conclusion – questions and answers**

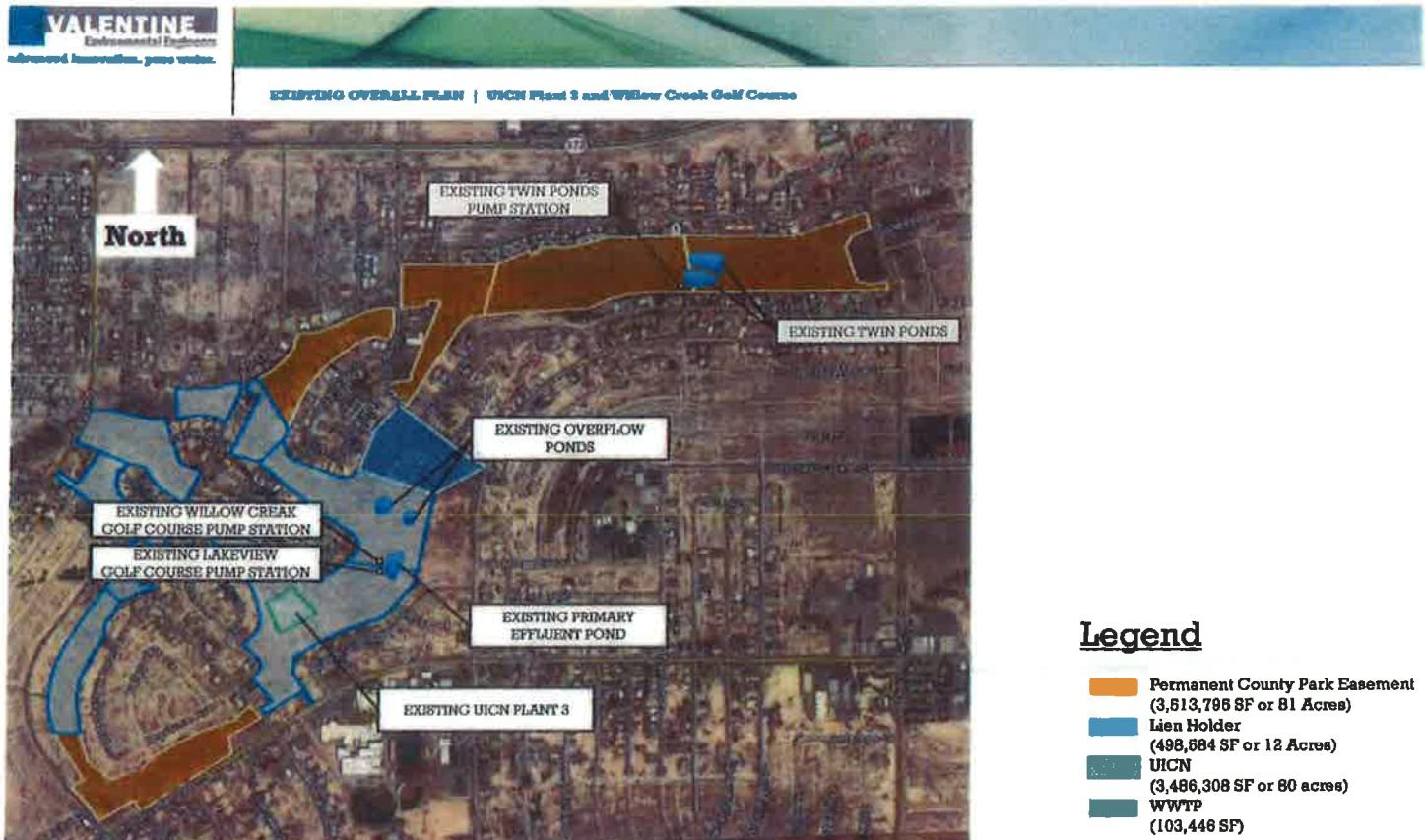


Figure 1 – Existing Overall Plan

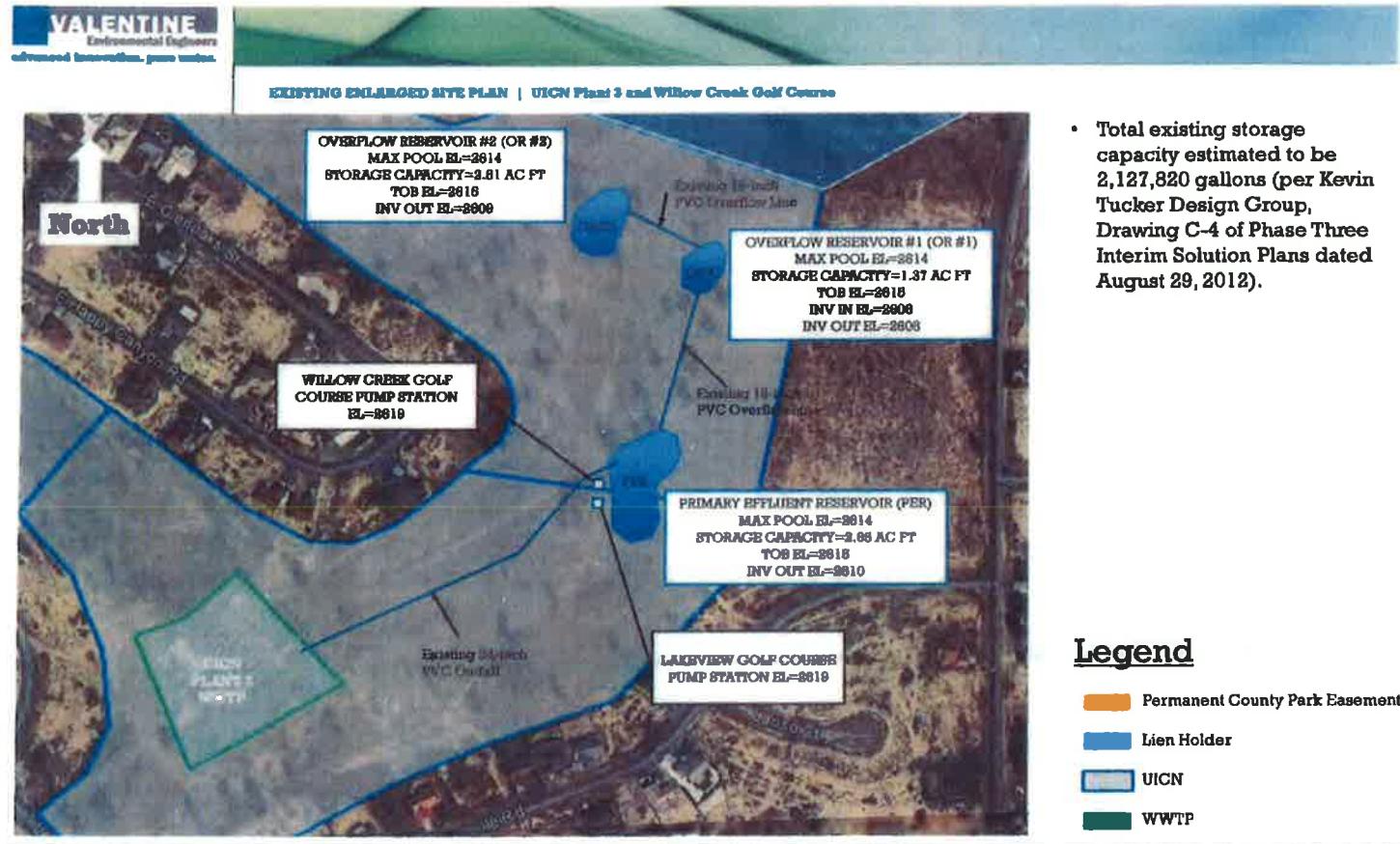


Figure 2 – Existing Enlarged Site Plan

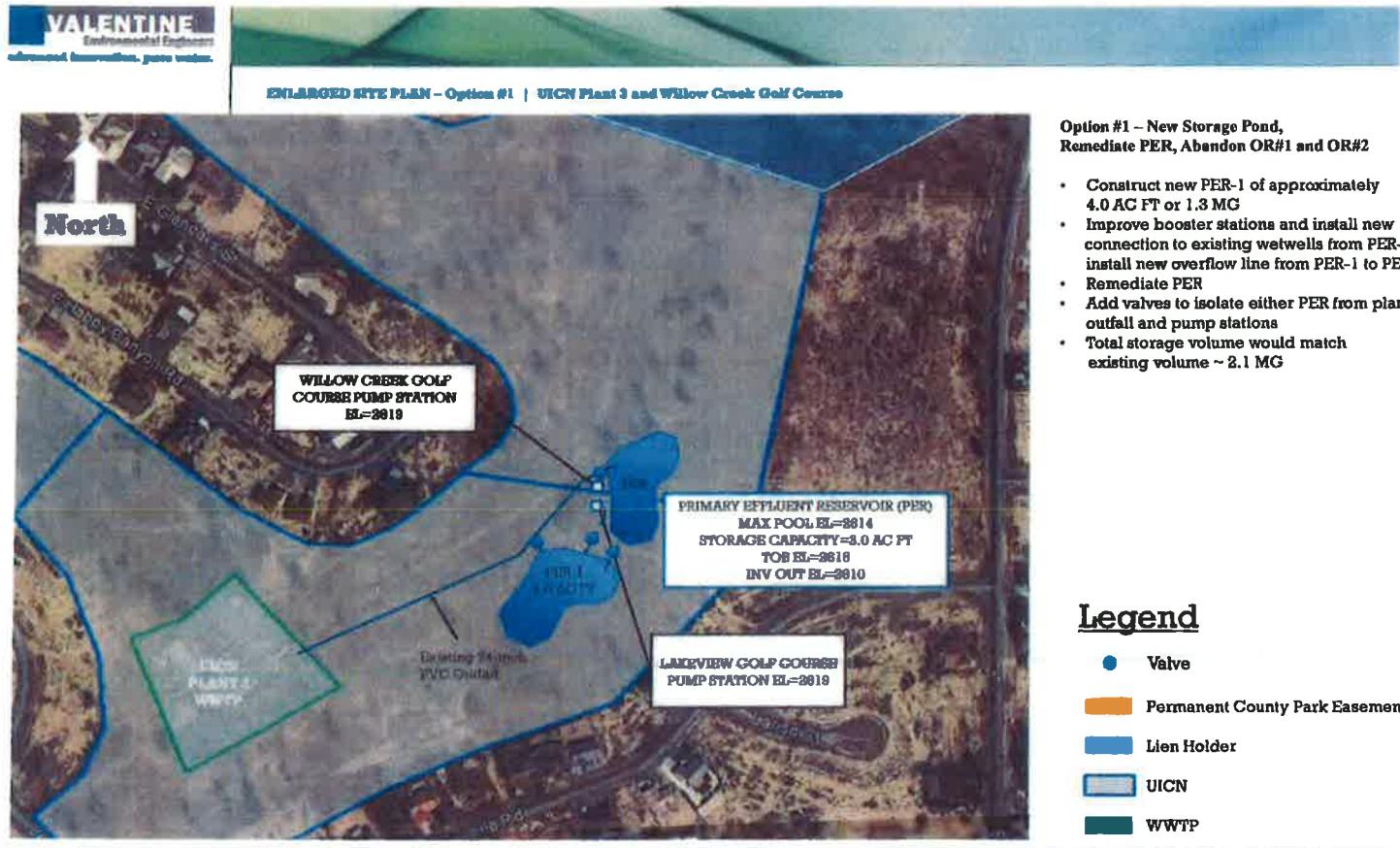


Figure 3 – Enlarged Site Plan Option #1

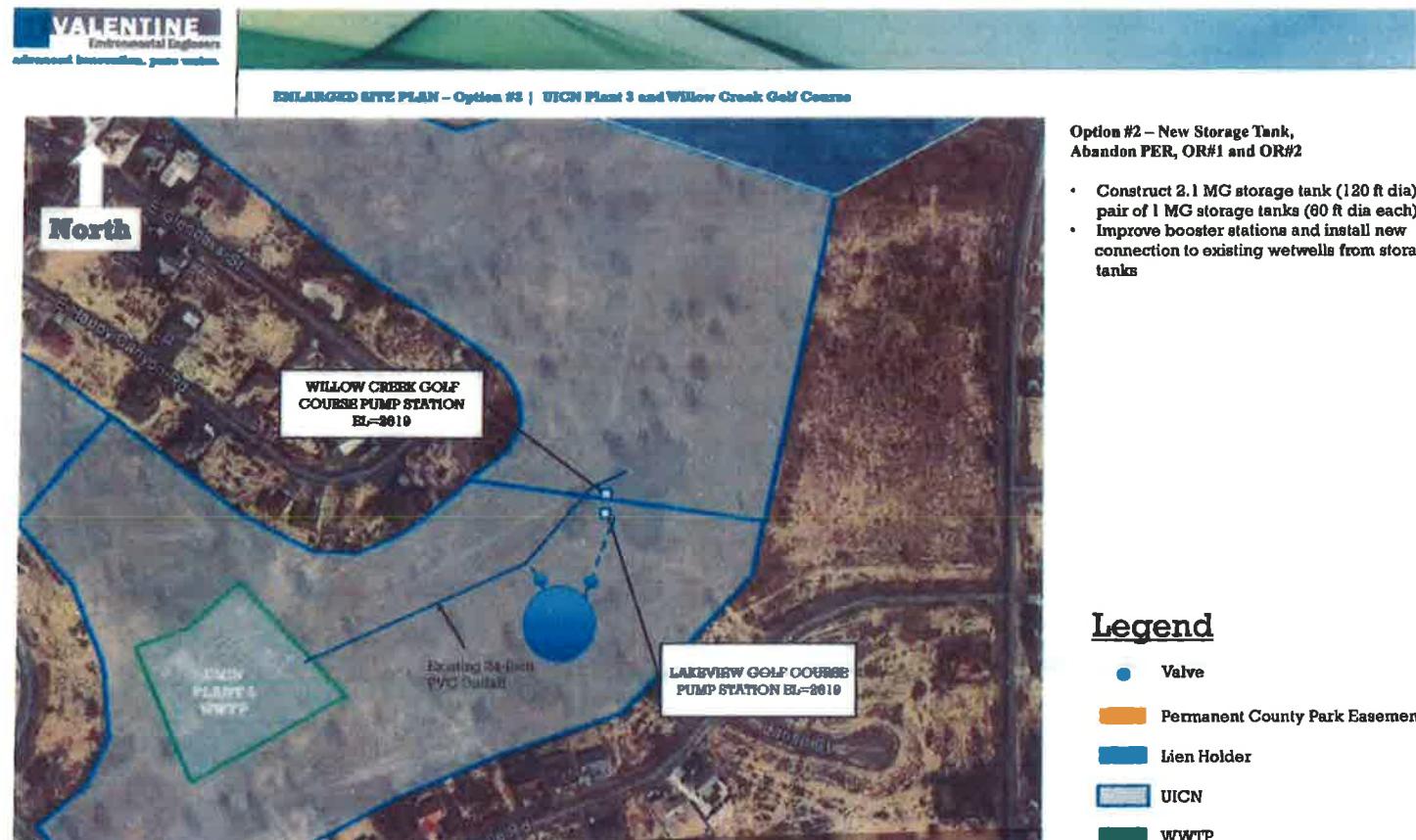


Figure 4 – Enlarged Site Plan – Option #2

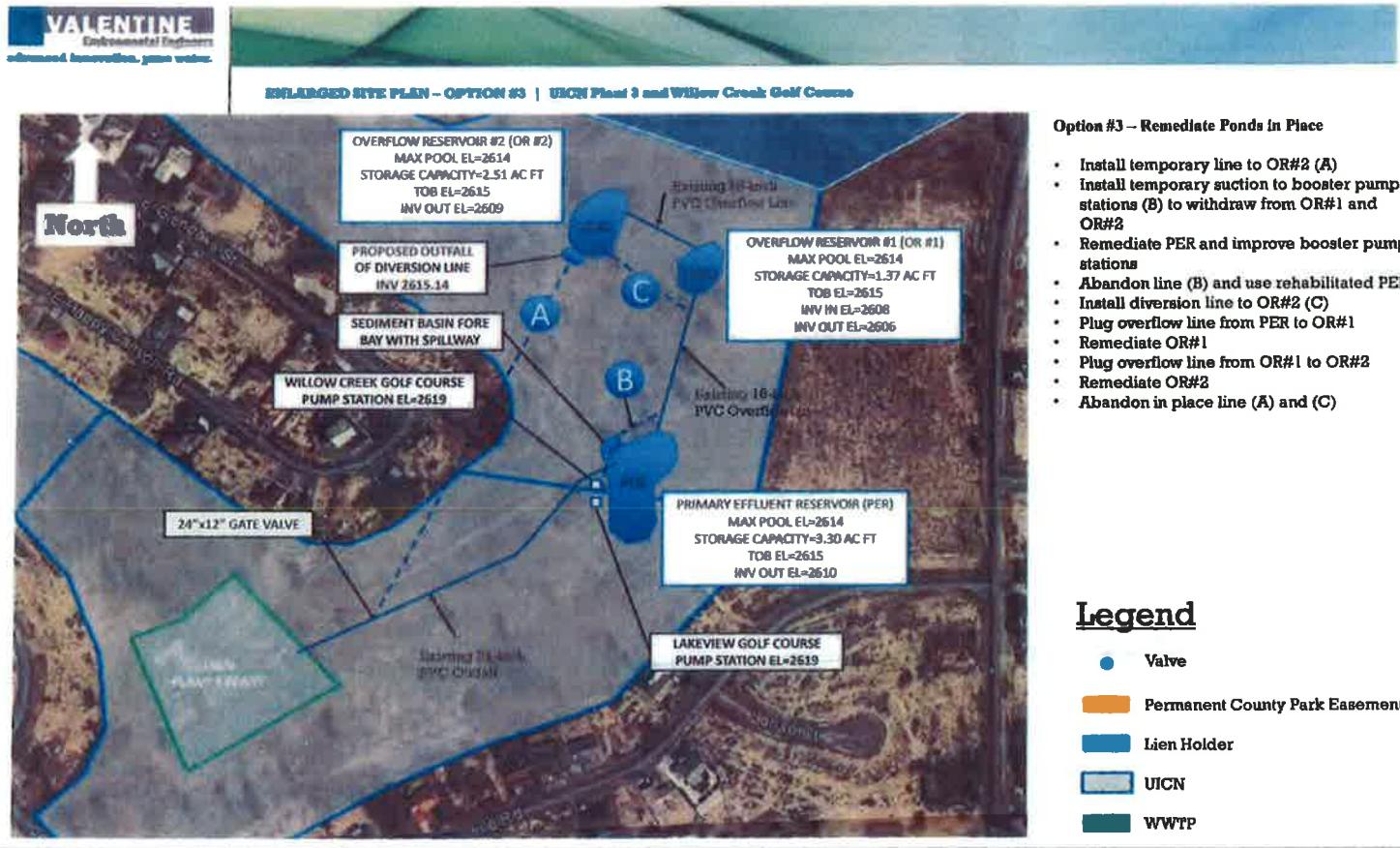


Figure 3 – Enlarged Site Plan Option #3

Option #3 – Remediate Ponds in Place

- Install temporary line to OR#2 (A)
- Install temporary suction to booster pump stations (B) to withdraw from OR#1 and OR#2
- Remediate PER and improve booster pump stations
- Abandon line (B) and use rehabilitated PER
- Install diversion line to OR#2 (C)
- Plug overflow line from PER to OR#1
- Remediate OR#1
- Plug overflow line from OR#1 to OR#2
- Remediate OR#2
- Abandon in place line (A) and (C)



ANALYSIS OF OPTIONS | UICN Plant 3 and Willow Creek Golf Course

Option	Advantages	Disadvantages	Preliminary Opinion of Construction Costs	Operating Costs
1. New Storage Pond, Remediate PER, Abandon OR#1 and OR#2	<ul style="list-style-type: none"> Least complex construction Opens space for other use through abandonment of OR#1 and OR#2 Aesthetically pleasing 		In progress	In progress
2. New Storage Tank, Abandon PER, OR#1 and OR#2	<ul style="list-style-type: none"> Reduced maintenance (eliminates pond maintenance) 	<ul style="list-style-type: none"> Highest construction cost Least aesthetic alternative 	In progress	In progress
3. Remediate Ponds in Place	<ul style="list-style-type: none"> Complicated construction 	<ul style="list-style-type: none"> Least optimal use of space 		
UICN Land Remediation	NA	NA	In progress	In progress

Table 3 – Analysis of Options

UTILITIES, INC. OF CENTRAL NEVADA – INTEGRATED RESOURCE PLAN AMENDMENT

(JUNE 27, 2013)

NAME	AGENCY
Terry Reynolds	UICN
Bill McKee	UICN
Dave Morris	BCP
Peter Kostes	PUCN
Chris Sewell	PUCN
Adam Rone	PUCN
Lindy Turiczaek	PUCN
Pam Ganger	PUCN
Eddy Quagliari	PUCN
Sam Cran	PUCN
Manny Lopez	PUCN
Vane Macarone	PUCN
Ey Boezi	PUCN/USFWS

UTILITIES, INC. OF CENTRAL NEVADA – INTEGRATED RESOURCE PLAN AMENDMENT

(JUNE 27, 2013)

EXHIBIT 2

EXHIBIT 2

From: Wendy Barnett
Sent: Monday, April 01, 2013 9:15 AM
To: 'Pamela Webster'
Subject: When are we meeting?

I'm in Carson City leaving Tuesday and coming back Thursday this week.

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422

From: Wendy Barnett
Sent: Friday, April 05, 2013 8:26 AM
To: 'Pamela Webster'
Subject: Meeting Today

How about the 4:15 pm at Who's Dunes? It is where I can think of that is semi private in the middle of town since we live opposite directions. If you have another suggestion, I'm fine with it. Wendy

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422

From: Wendy Barnett
Sent: Monday, June 03, 2013 2:33 PM
To: 'Pamela Webster'
Subject: Call

I left a voicemail message with Liz asking for you to call. I wanted to talk with you very briefly about Willow Creek. I'm hoping you can squeeze me in so that I can confirm with you what we are doing. I don't want to have to go back to bankruptcy Wednesday. Thanks, Wendy

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422

From: Pamela Webster [pwebster@co.nye.nv.us]
Sent: Monday, June 03, 2013 3:31 PM
To: Wendy Barnett
Subject: RE: Call

On conference call. Should be done by 4. I can call then.

PAM WEBSTER

Nye County Manager
2100 E. Walt Williams Drive, STE 100, Pahrump, NV 89048
(775) 482-8138 (T) - (775) 751-4269 (P) -(775) 513-9266 (c)
Fax (775) 482-8198 (T) - (775) 751-7093 (P)
pwebster@co.nye.nv.us

This communication is for use by the intended recipient and contains information that may be privileged, confidential or copyrighted under applicable law. Should the intended recipient of this electronic communication be a member of a public body within the State of Nevada be aware that it is a violation of the Nevada Open Meeting Law (NRS Chapter 241) to use electronic communications to circumvent the spirit or letter of the Open Meeting Law to act, outside of an open and public meeting, upon a matter over which the public body has supervision, control, jurisdiction or advisory powers. If you are not the intended recipient, you are hereby formally notified that any use, copying or distribution of this e-mail, in whole or in part, is strictly prohibited. Please notify the sender by return e-mail and delete this e-mail from your system. Unless explicitly and conspicuously designated as "E-Contract Intended," this email does not constitute a contract offer, a contract amendment, or an acceptance of a counteroffer. This email does not constitute consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties

From: Wendy Barnett [<mailto:WSBarnett@uiwater.com>]

Sent: Monday, June 03, 2013 2:33 PM

To: Pamela Webster

Subject: Call

I left a voicemail message with Liz asking for you to call. I wanted to talk with you very briefly about Willow Creek. I'm hoping you can squeeze me in so that I can confirm with you what we are doing. I don't want to have to go back to bankruptcy Wednesday. Thanks, Wendy

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422

From: Wendy Barnett
Sent: Friday, June 07, 2013 10:34 AM
To: 'Pamela Webster'
Subject: meeting

Pam, I spoke with Laura and she can be available early (7:30 or 8:00) on either Wednesday or Thursday morning if Brian wants to attend. Just let us know at your earliest convenience. Thanks, Wendy

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422

From: Wendy Barnett
Sent: Tuesday, June 11, 2013 7:20 AM
To: 'Pamela Webster'
Cc: 'Laura Granier'; John Stover; Brian Kunzi (bkunzi@co.nye.nv.us); Rick Durham; 'Lewis Lacy'
Subject: UICN / Nye County Easement Agreement

Pam, I'm confused as to what the issue is with water rights so that we can complete the easement agreement. The water rights are appurtenant to the land. Perhaps the way to get this knocked out is to have a meeting with the attorneys Wednesday morning at 7:30 am. I can ask the engineer to join us at 8:00 to address the IRP amendment and operations. That way Brian and Laura can decide if they want to hang on the call or go onto other items on their plate. I'm not sitting on my email on vacation; but, please, feel free to call me. Let me know if you would like for me to set a meeting for tomorrow morning. (It is my understanding that the parties are available Thursday morning as well. I'm just anxious to figure out what the issue is, get it resolved and keep moving forwards towards the goal.) Thank you, Wendy

Wendy

Wendy Barnett
Regional Director, West
Utilities, Inc.
Office: 775.727.5575 Ext 1210
Cell: 775.253.0422